

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

Response By:_____ Date:_____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____
Prepared by: _____
Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote. No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Highway Improvements in the city of Lewiston" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on May 12, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Highway Construction projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. STP-8676(00)X, PIN. 8676.00

Location: In Androscoggin County, project is located on Sabattus St. from approx. Russell St. extending easterly 0.20 mi. to approx. Laurier St.

Outline of Work: Grading, drainage, base, hot mix asphalt, curb, traffic signals, and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager** Heath Cowan at (207)624-3481. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division VII Office in Dixfield. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$41.00 (\$46.00 by mail). Half size plans \$21.00 (\$24.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$20,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to the MDOT to reject any or all Bids.

Augusta, Maine
April 21, 2004



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.state.me.us/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, and to incorporate them into their Bid Package. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package. Failure to acknowledge receipt of all Amendments to the Bid Package will be considered a Non-curable Bid Defect in accordance with Section 102.11.1 of the Standard Specifications, Revision of December 2002.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

Bid Bond Validation Number _____
(Applicable to annual bid bonds or electronic bid bonds.)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 008676.00

PROJECTS

STP-8676(00)X

COUNTY : ANDROSCOGGIN

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008676.00

PROJECT(S): STP-8676(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
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SECTION 0001 HIGHWAY ITEMS

0010	201.23 REMOVING SINGLE TREE TOP ONLY	4.000 EA		
0020	201.24 REMOVING STUMP	4.000 EA		
0030	202.203 PAVEMENT BUTT JOINTS	1100.000 M2		
0040	203.20 COMMON EXCAVATION	1300.000 M3		
0050	203.25 GRANULAR BORROW	225.000 M3		
0060	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	25.000 M3		
0070	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	440.000 M3		
0080	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	625.000 MG		
0090	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTAL)	140.000 MG		
0100	403.211 HOT MIX ASPHALT (SHIM)	120.000 MG		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008676.00

PROJECT(S): STP-8676(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0110	403.213 HOT MIX ASPHALT 12.5 MM, BASE	74.000 MG		
0120	409.15 BITUMINOUS TACK COAT APPLIED	500.000 L		
0130	603.159 300 MM CULVERT PIPE OPTION III	30.000 M		
0140	604.072 CATCH BASIN TYPE A1-C	8.000 EA		
0150	604.092 CATCH BASIN TYPE B1-C	2.000 EA		
0160	604.15 MANHOLE	1.000 EA		
0170	604.16 ALTERING CATCH BASIN TO MANHOLES	2.000 EA		
0180	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	3.000 EA		
0190	604.182 CLEAN EXISTING CATCH BASIN AND MANHOLE	5.000 EA		
0200	604.2402 BEHIND CURB CATCH BASIN	1.000 EA		
0210	605.11 300 MM UNDERDRAIN TYPE C	60.000 M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008676.00

PROJECT(S): STP-8676(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0220	605.12 375 MM UNDERDRAIN TYPE C	6.000 M		
0230	606.611 TIMBER GUARDRAIL	30.000 M		
0240	608.08 REINFORCED CONCRETE SIDEWALK	30.000 M2		
0250	609.11 VERTICAL CURB TYPE 1	50.000 M		
0260	609.113 VERTICAL CURB TYPE 1 - 300 MM REVEAL	45.000 M		
0270	609.1145 VERTICAL CURB TYPE 1 - 450 MM REVEAL	40.000 M		
0280	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	75.000 M		
0290	609.237 TERMINAL CURB TYPE 1 - 2.1 METER	36.000 EA		
0300	609.31 CURB TYPE 3	90.000 M		
0310	609.35 CURB TYPE 5 - CIRCULAR	10.000 M		
0320	609.38 RESET CURB TYPE 1	300.000 M		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008676.00

PROJECT(S): STP-8676(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0330	609.40 RESET CURB TYPE 5	20.000		
		M		
0340	609.50 CONCRETE BASE FOR CURBING	70.000		
		M		
0350	612.06 BITUMINOUS SEALING - BLACK	35.000		
		M2		
0360	615.07 LOAM	70.000		
		M3		
0370	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	7.000		
		UN		
0380	619.1201 MULCH - PLAN QUANTITY	15.000		
		UN		
0390	621.195 MEDIUM DECIDUOUS TREE (45 MM - 50 MM CALIPER) GROUP A	8.000		
		EA		
0400	621.273 LARGE DECIDUOUS TREE (50 MM - 65 MM CALIPER) GROUP A	4.000		
		EA		
0410	621.395 DWARF EVERGREENS (450 MM - 600 MM) GROUP A	24.000		
		EA		
0420	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP	
0430	626.11 PRECAST CONCRETE JUNCTION BOX: _____	14.000		
		EA		

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008676.00

PROJECT(S): STP-8676(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0440	626.22 NON-METALLIC CONDUIT	302.000 M		
0450	626.34 SIGNAL POLE FOUNDATION	8.000 EA		
0460	626.38 GROUND MOUNT CABINET FOUNDATION	2.000 EA		
0470	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	2000.000 M		
0480	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	45.000 M2		
0490	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP	
0500	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	8.000 HR		
0510	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	8.000 HR		
0520	631.36 FOREPERSON	8.000 HR		
0530	639.18 FIELD OFFICE TYPE A	1.000 EA		
0540	643.71 TRAFFIC SIGNAL MODIFICATION @ Russell Street	LUMP	LUMP	

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008676.00

PROJECT(S): STP-8676(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	643.71 TRAFFIC SIGNAL MODIFICATION @Farwell/Fairlawn Street	LUMP	LUMP			
0560	643.80 TRAFFIC SIGNALS AT @Farwell/Fairlawn Street	LUMP	LUMP			
0570	643.80 TRAFFIC SIGNALS AT @Russell Street	LUMP	LUMP			
0580	643.90 INTERCONNECT WIRE BETWEEN Russell Street and Farwell Street	LUMP	LUMP			
0590	643.91 MAST ARM POLE	8.000 EA				
0600	643.92 PEDESTAL POLE	2.000 EA				
0610	652.31 TYPE I BARRICADE	25.000 EA				
0620	652.311 TYPE II BARRICADE	25.000 EA				
0630	652.33 DRUM	40.000 EA				
0640	652.34 CONE	40.000 EA				
0650	652.35 CONSTRUCTION SIGNS	150.000 M2				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 008676.00

PROJECT(S): STP-8676(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0660	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP	
0670	652.38 FLAGGER	1440.000 HR		
0680	652.381 UNIFORM TRAFFIC OFFICERS	300.000 HR		
0690	652.41 PORTABLE - CHANGEABLE MESSAGE SIGN	2.000 EA		
0700	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP	
0710	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	25.000 M2		
0720	659.10 MOBILIZATION	LUMP	LUMP	
	SECTION 0001 TOTAL			
	TOTAL BID			

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **8676.00** for **Highway Improvements** in the city of **Lewiston**, County of **Androscoggin**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 24, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 8676.00 – Highway Improvements – in the city of Lewiston

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **8676.00** for **Highway Improvements** in the city of **Lewiston**, County of **Androscoggin**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 24, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 8676.00 – Highway Improvements – in the city of Lewiston

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Witness Sign Here) _____ (Print Name Here)
Witness _____
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20....

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

.....

.....

.....

.....

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

.....

TELEPHONE

General Decision Number ME030003 06/13/2003 ME3

Superseded General Decision No. ME020003

State: Maine

Construction Type:
HIGHWAY

County(ies):
ANDROSCOGGIN CUMBERLAND

Highway Construction Projects Excluding Major Bridging
(for example: bascule, suspension and spandrel arch
bridges; those bridging waters presently navigating or
to be navigable; and those involving marine construction
in any degree); tunnels, building structures in rest area
projects and railroad construction.

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
ANDROSCOGGIN CUMBERLAND

SUME4025A 10/24/2000

	Rates	Fringes
CARPENTERS	11.30	1.95
ELECTRICIANS	17.90	2.30
LABORERS		
Flaggers	6.00	
Landscape	7.99	.72
Unskilled	8.69	1.08
POWER EQUIPMENT OPERATORS		
Backhoes	12.39	2.00
Bulldozers	11.13	1.94
Excavators	11.24	1.31
Loaders	11.19	1.82
Rollers	10.16	1.56
TRUCK DRIVERS		
Dump	9.02	1.39
Two axle	9.08	1.28

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

□

SPECIAL PROVISION
CONSTRUCTION AREA

A Construction Area located in the **City of Lewiston** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

- (a) The section of highway under construction beginning at Sta. 100+120 and ending at Sta. 100+407 of the construction centerline plus approaches.
- (b) (Sabattus St.) The section of highway under construction beginning at Sta. 100+120 and ending at Sta. 100+407 of the new construction centerline plus approaches.

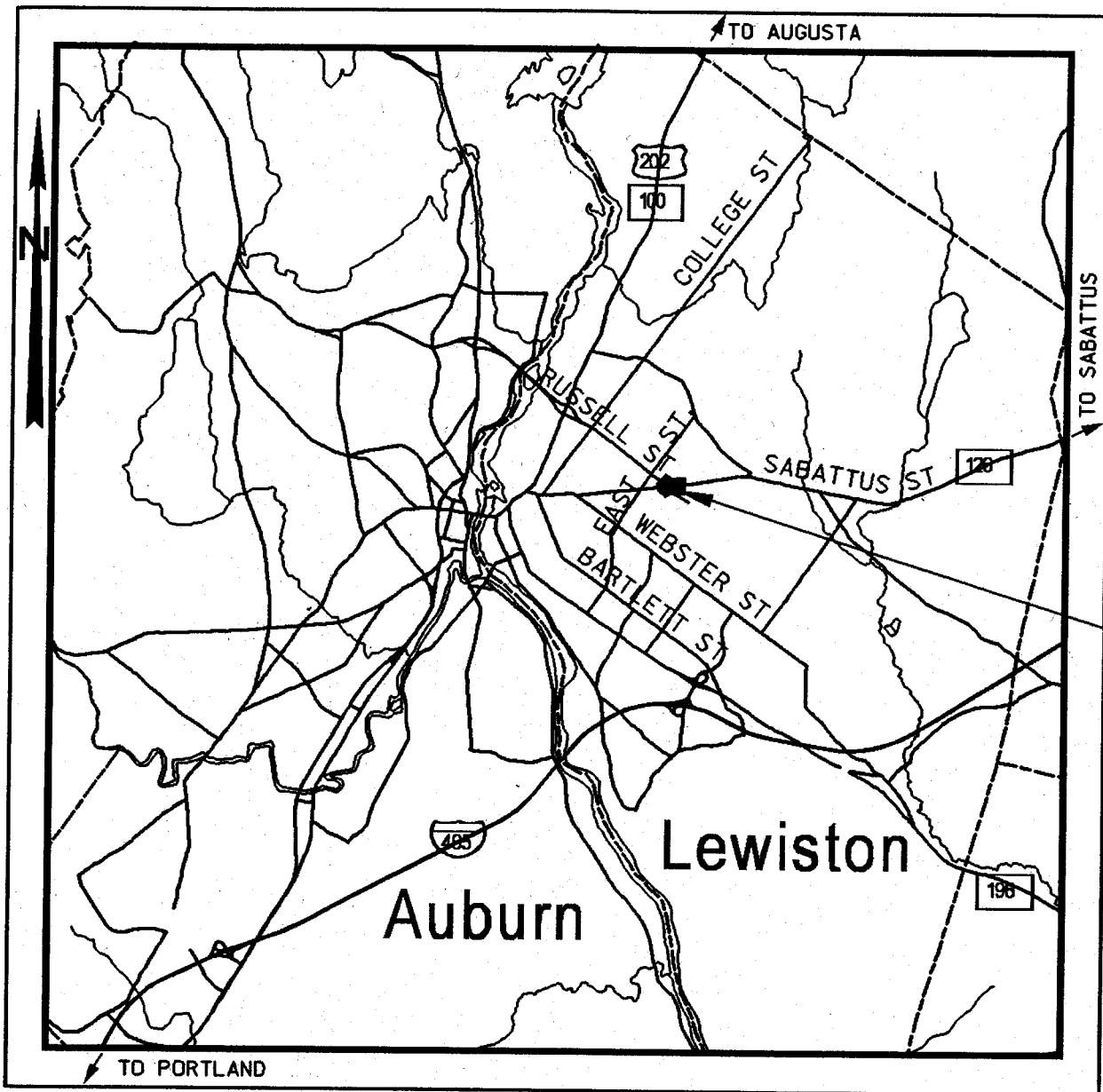
The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **City of Lewiston** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.



PRO
LOC

LOCATION MAP



Scale in Kilometers

A PORTION OF ANDROSCOGGIN COUNTY

SPECIAL PROVISION
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency of the work of final payment under contract; or
 - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
 - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
 - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
 - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
 - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

Historical and Statutory Notes

Derivation:

R.S. 1954, c. 22 § 98
Laws 1955, c. 389
Laws 1967, c. 3.
Laws 1971, c. 593, § 22.
Laws 1973, c. 213.
Laws 1975, c. 130, §
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.
Laws 1981, c. 413.
Laws 1985, c. 225, § 1
Laws 1987, c. 52.
Laws 1987, 781, § 3.
Laws 1989, c. 866, § B-13.
Laws 1991, c. 388, § 8.
Laws 1993, c. 683, § A-1.
Former 29 M.R.S.A. § 2382.

Cross Reference

Collection by Secretary of State, See 29-A
M.R.S.A. § 154.

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction

Overview:

Utility/Railroad	Aerial	Underground	Railroad	Contact
Central Maine Power Co.	✓			Dennis Chadbourne 207-828-2860
Adelphia Communic.	✓			Forrest Peters 207-783-1941
Verizon	✓			Jeff Larose 207-797-1818
Oxford Networks	✓			Jeff Lagueux 207-336-9911 207-462-1250 (cell)
City of Lewiston (Transmission)	✓			Dennis Caron 207-784-5753 (x-233)
City of Lewiston (Public Works)		✓		Kevin Gagne 207-784-5753 (x-230)
Northern Utilities		✓		Sam Murray 978-687-1105 (x-4209)

Temporary utility adjustments are **not** anticipated.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

AERIAL

General Information:

Work for this project consists of nine (9) pole replacements and line work associated with the roadway widening and reconstruction. The Contractors work through this area also involves the installation of an aerial signal interconnect cable in association with the proposed signal work.

Summary:

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimate d Working Days
Verizon	✓				5
Central Maine Power Company (primary)			✓		15
City of Lewiston (primary)			✓		5
Central Maine Power Company (secondary)		✓	✓		10
City of Lewiston (secondary)			✓		5
Municipal Signal Interconnect Cable		✓			2
Adelphia Communications			✓		10
Oxford Networks			✓		10
Verizon			✓	✓	20
Total:					82

Utility Specific Issues:

Verizon

Verizon will be relocating/placing approximately nine (9) poles as part of this project a listing of which is provided below. Verizon is currently in the design process of setting poles; line work will follow.

PRIMARY POWER DISTRIBUTION

- **Central Maine Power Company (CMP)~(Primary)**
Following Verizon's completion of setting new poles, CMP will either transfer existing or install new primary cable on the new poles.
- **City of Lewiston~(Primary)**
Following CMP's completion, the City of Lewiston will transfer or install new Primary cable on the new.

SECONDARY POWER DISTRIBUTION

- **Central Maine Power Company (CMP)~(Secondary)**
Following the City's completion of transferring or installing new primary cable, CMP will either transfer existing or install new secondary cable on the new.
- **City of Lewiston~(Secondary)**
Following CMP's completion of transferring or installing new secondary cable, the City of Lewiston will transfer or install new secondary cable on the new poles.

Proposed Signal Interconnect Cable

Following the transfer of primary and secondary power lines by the City and CMP, the MDOT's Signal Contractor is to install the signal interconnect cable associated with the project between Russel and Laurier Streets. The Contractor is to ensure proper communication between each location and shall coordinate all work with Verizon and CMP in order to determine appropriate timing and location of installation. It is intended that Verizon and CMP will be responsible for any make-ready work that should be required to accommodate the installation of the signal interconnect cable. See signal plans for additional information.

Adelphia Communications Corporation

Following the City's completion of transferring or installing new conductors, Adelphia intends to relocate their existing or install new cable to the new poles.

Oxford Networks

Following Adelphia's completion of transferring or installing new cables, Oxford Networks intends to relocate their existing or install new cable to the new poles.

Verizon

Following Adelphia's completion of the relocation of their cable, Verizon will either transfer existing or install new cable on the new poles.

After Verizon has completed their installation to the new poles, they will remove the old poles.

Pole List:

Town: **Lewiston**
 Project: **STP-8676(00)X, 8676.00**
 Date: **April 15, 2004**

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
#63s	---			---	100+141.3		x	14.5	set by CMP
#64	100+122.4	x		7.6	100+122.4	x		7.6	cut and kick
#65	100+140.9	x		8.3	100+140.9	x		8.3	cut and kick
#66	100+195.3	x		7.9	100+197.2	x		9.2	w/anchor
#66s	100+190.0		x	7.7	100+189.9		x	9.0	w/anchor
#67	100+243.3	x		7.6	100+243.1	x		8.9	
#68	100+296.5	x		10.9	---			---	remains in place
#69	100+327.9	x		8.6	---			---	eliminated
#70	100+365.8	x		8.2	100+366.2	x		10.4	w/anchor
#71	100+404.2	x		8.0					Remains in place

SUBSURFACE

Summary:

Utility	Summary of Work	Estimated Working Days
City of Lewiston	Reloc. Hydr. (1), adj. gate valves (20ea)	3
City of Lewiston	Adjust Sewer MH's to grade (6ea)	3
Northern Utilities	Adj. valves and shut-offs to grade (2ea)	1
Total:		7

Utility Specific Issues:

City of Lewiston-Water

- ✓ The City of Lewiston intends on relocating one hydrant and adjusting gate valve boxes/shut-offs to grade.
- ✓ The City of Lewiston will perform the hydrant relocation in conjunction with the Contractor's work.
- ✓ The City of Lewiston requires a 10 working day notice prior to paving to plan and prepare gate valve boxes for adjustment.

City of Lewiston-Sewer

- ✓ The City of Lewiston will make all adjustments of sewer manholes to grade. The Contractor shall keep the MDOT updated as adjustments occur.

Northern Utilities

- ✓ Northern Utilities will make all adjustments of valves to grade as necessary. The Contractor shall keep the MDOT updated as adjustments occur.

BLASTING

In addition to any other notice that may be required, the Contractor shall pay particular attention to any aerial or underground utilities within the blasting area. The Contractor shall also notify an authorized representative of each utility having plant close to the site no later than *TWENTY-FOUR (24) hours* before the intended blast. The notice shall state the approximate time and location of the blast.

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above act

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

DIG SAFE

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine “Dig Safe” System.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

SPECIAL PROVISION
SECTION 104
LANDSCAPING

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department's Environmental Office's Landscape Unit

110.2.1 Bonds 2nd sentence add "The Department will require a Landscape Maintenance Bond (See Section 110.2.3) for all 621, Landscape, Pay Items,"

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

The bonds shall each be in the full amount for all Pay Items for work pursuant to Section 621 - Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by these bonds, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period, Sec 621.0036. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

621.0036 Establishment Period Change “time of Final Acceptance” to “end of the period of establishment” in paragraph 4 & 5.

In paragraph 7 1st & 2nd sentence change “Final Acceptance date” to “end of the period of establishment”, 3rd sentence change “date of Final Acceptance” to “end of the period of establishment”.

Lewiston
8676.00
January 12, 2004

SPECIAL PROVISION
SECTION 107

PROSECUTION AND PROGRESS
(Limitation of Operations)

Allowable Dates of Operation

All work shall be suspended for the following holiday/event weekends:

- May 28-31, 2004 (Memorial Day weekend)
- September 3-6, 2004 (Labor Day weekend)

Access to Business

The Contractor shall plan and conduct his operations in such a manner that ensures that any disruptions to local businesses within the limits of the project are minimized as much as is practicable. The Contractor shall not store or park any material or equipment that will interfere with normal business operations.

Walkway access shall be maintained at all times throughout the construction period and during suspended periods of work. Temporary sidewalks shall be constructed as needed or as directed to maintain pedestrian access or to ensure proper public convenience. All such work shall be incidental to Section 652, Maintenance of Traffic.

Suspension of Work

Prior to any suspension of work in accordance with Section 104.044, the Contractor shall meet with the Department's Division 7 Engineer (207-562-4228) to ensure that the roadway is in a condition which is satisfactory for winter maintenance and free-flowing two-way operation on travel ways being used to carry traffic. All required work shall be incidental to Section 652-Maintenance of Traffic.

Lewiston
8676(00)X
February 18, 2004

SPECIAL PROVISION
SECTION 107
TIME

The specified contract completion date is September 24, 2004.

SPECIAL PROVISION
SECTION 403
SUPERPAVE HOT MIX ASPHALT OVERLAY

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. of Layers	Comp. Notes
<u>Main Line Travelways, Side Streets and Shoulders - Overlay</u>						
Wearing	12.5mm	403.208	N/A	40 mm	1	4,8
Shim	9.5mm	403.211	N/A	variable	1/more	2,4,8,10
<u>Lane Widening, Shoulder Widening, Island Installation Areas</u>						
Wearing	12.5mm	403.208	N/A	40 mm	1	4,8
Base	12.5mm	403.213	N/A	180 mm	3/more	4,8,11
<u>Drives, Sidewalks, Islands, Misc.</u>						
Wearing	9.5mm	403.209	N/A	50 mm	2/more	2,3,9,10,13

COMPLEMENTARY NOTES

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS
8. Section 106.6 Acceptance, (2) Method B.
9. Section 106.6 Acceptance, (2) Method C.
10. A **"FINE"** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
11. A mixture meeting the gradation of 19.0mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m², and on milled pavement approximately 0.2 L/m², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim or intermediate course and the surface course, at a rate not to exceed 0.08 L/m².

Tack used between new layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

Lewiston
8676.00
January 12, 2004

SPECIAL PROVISION
SECTION 604 – MANHOLES AND CATCH BASINS
(BEHIND THE CURB CATCH BASINS)

Replace Section 604.01-Description with the following Section 604.01:

604.01 Description. This work shall consist of constructing, altering or adjusting-to-grade manholes, catch basins and behind-the-curb catch basins in accordance with these specifications, and in close conformity with the lines and grades shown on the plans and details or as established.

MATERIALS

Add the following subsection to Section 604.02-Materials:

604.021 Castings for Behind-the-Curb Catch Basins. All castings shall be gray iron conforming to the requirements of AASHTO M105-82 as furnished by the Neenah Foundry Company (Catalog No. R-3303; Heavy Duty Catch Basin Frame and Lid), or an approved equal. The castings shall be of uniform quality, free from blowholes, shrinkage, distortion, or other defects. They shall be smooth and well cleaned by shot-blasting.

All castings for behind-the-curb catch basins shall be manufactured true to pattern; component parts shall fit together in a satisfactory manner. Frames and lids shall have continuously machined bearing surfaces to prevent rocking and rattling. All cast dimensions may vary one-half the maximum shrinkage possessed by the metal or +/- 2mm (1/16" per foot).

Manufacturer's shop drawings shall be submitted to the Engineer for approval prior to the manufacture or shipping of the castings to the job site. The Engineer shall retain the right to reject castings not conforming to specification and/or approved submittal drawings.

CONSTRUCTION REQUIREMENTS

Amend the first sentence of Section 604.03-Construction Requirements to read:

"Concrete catch basins, Behind-the-Curb catch basins, and manholes shall be constructed of pre-cast units, except that concrete blocks may be used around inlet and outlet pipes."

METHOD OF MEASUREMENT

Amend the first sentence of Section 604.05-Method of Measurement to read:

"Catch basins, Behind-the-Curb catch basins, manholes and accessories of the respective types will be measured by the number of units, measured as follows, complete and accepted in place."

Lewiston

8676.00

January 12, 2004

Amend the first sentence of Section 604.05, Subsection (a) to read:

“Complete structures. Each catch basin, behind-the-curb catch basin and manhole having a depth up to 2.5 m [8 feet] from the top of the grate or cover to the top of the floor, measured to the nearest 0.5 m [foot], will be one unit.”

BASIS OF PAYMENT

Amend the first sentence of Section 604.06-Basis of Payment to read:

“The accepted quantities of catch basins, behind-the-curb catch basins, manholes, traps and steps, will be paid for at the contract unit price each of the respective types complete and in place.”

Add to Pay Items:

Pay Item
604.2402

Behind-the-Curb Catch Basin

Pay Unit
Each

SPECIAL PROVISION
SECTION 606
GUARDRAIL
(Timber Guardrail)

Description This work shall consist of furnishing and installing timber guardrail where shown on the plans or as directed by the Resident.

Materials Materials shall meet the requirements specified in the following subsections of Division 700 - Materials:

Timber Preservative	708.05
Timber Posts and Rails	710.07
Guardrail Hardware	710.08
Gravel Backfill	703.20

Submittals Submit a certificate of compliance for timber components and hardware detailing conformance with the above Subsections.

CONSTRUCTION REQUIREMENTS

Posts Posts shall be set at a typical spacing of 2.4 m [8 ft] center to center. The Contractor shall stake the spacing of posts in the field for the approval of the Resident prior to excavating post holes.

Excavate post holes to provide an undisturbed bearing surface. The bottom of the holes shall be thoroughly tamped to grade. Posts shall be set plumb at the required location.

Posts may also be driven if suitable driving equipment is used to prevent battering and distorting the post as determined by the Resident.

Posts holes shall be backfilled with gravel backfill placed in layers and thoroughly compacted.

Rails Wood rail shall be constructed as shown on the enclosed detail. Rails shall be erected to result in a smooth continuous guardrail conforming to the line and grade as shown on the plans. Top of rail shall be flush with the top of supporting post and shall be set 0.9 mm [24 in] above finished grade. Butt adjoining rail sections; maximum separation between adjoining rail sections shall be 0.002 mm [1/16 in].

Material damaged due to the Contractor's negligence shall be replaced with new materials at no additional cost.

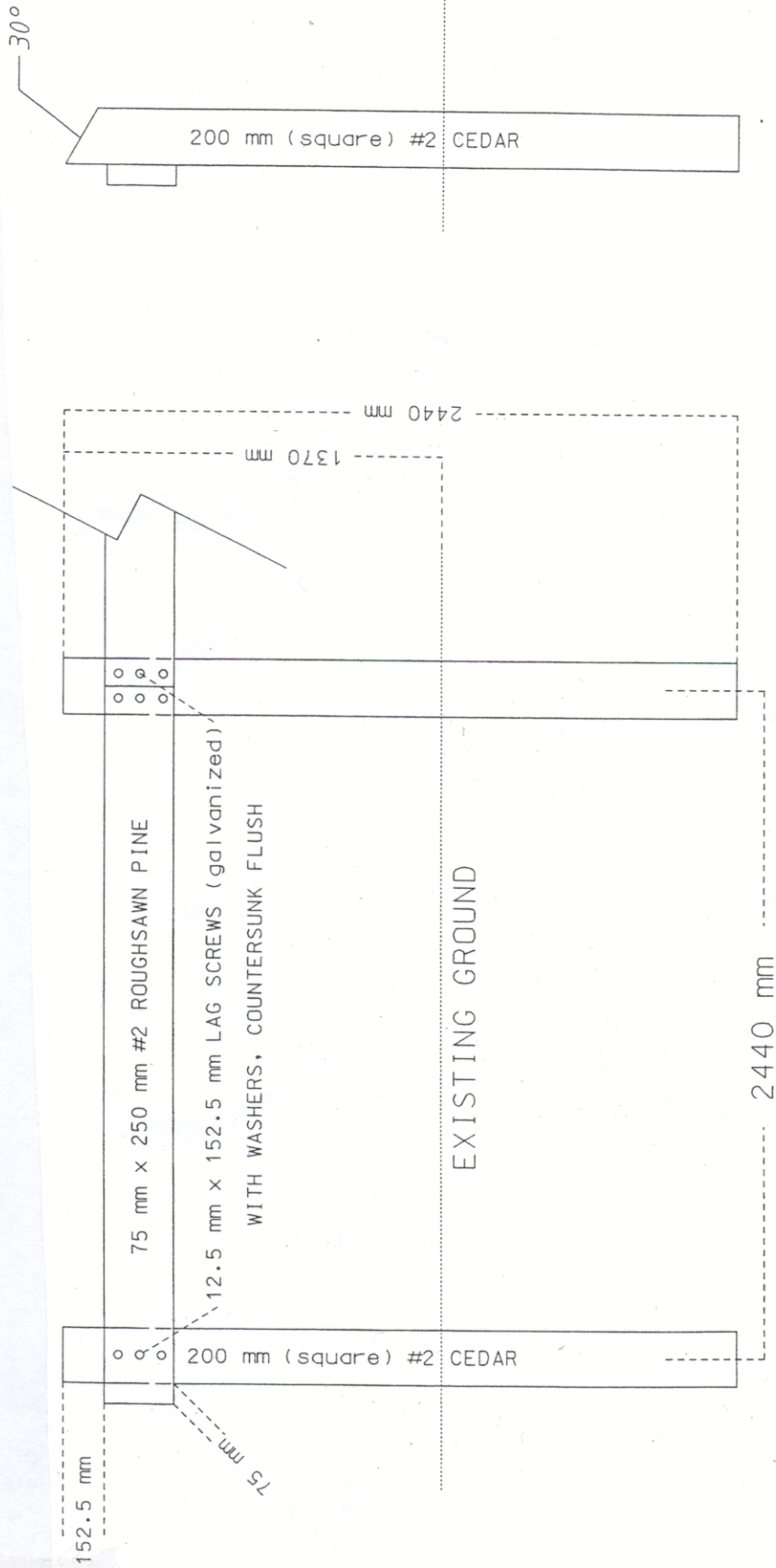
Wood surface, cut or injured, and field bored holes in wood posts or rails shall be brush treated with two applications using same preservative material as specified above.

Method of Measurement Timber guardrail will be measured by the meter [foot] complete in place center to center of end posts along gradient of the rail.

Basis of Payment The accepted quantities of timber guardrail will be paid for at the contract unit price per meter [foot], complete in place. Payment shall be full compensation for treating, furnishing and assembling all materials, for excavating and backfilling holes, driving of posts, installation of removable posts and sleeves, and for all incidentals to complete the work. Gravel backfill will not be paid for separately, but will be considered incidental.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.611 Timber Guardrail	Meter [Foot]



ITEM 606.611 TIMBER GUARDRAIL DETAIL

Lewiston
8676.00
March 12, 2004

SPECIAL PROVISION
SECTION 609
Curb

This section is amended by addition of the following:

Add the following paragraph to Section 609.03, Subsection a. Installation:

Curbing that is called for on the plans at a reveal height in excess of what is specified in the Standard Details for Highways and Bridges (180mm +/-) shall have a buried depth below the proposed grade that is equal to the height of exposed face of the proposed curb, resulting in an overall curb height that is approximately twice that of its proposed reveal height.

BASIS OF PAYMENT

Amend Section 609.10 to add the following pay items:

<u>Pay Item</u>		<u>Pay Unit</u>
609.1130	Vertical Curb Type 1 – 300 mm reveal	meter
609.1145	Vertical Curb Type 1 – 450 mm reveal	meter

SPECIAL PROVISION
SECTION 609
CURBING
(Concrete Base for Curbing)

Description This work shall consist of furnishing and placing a portland cement concrete base beneath and around both new and reset Vertical Curb Type 1, including terminal ends and curb inlets, as shown on the Special Detail.

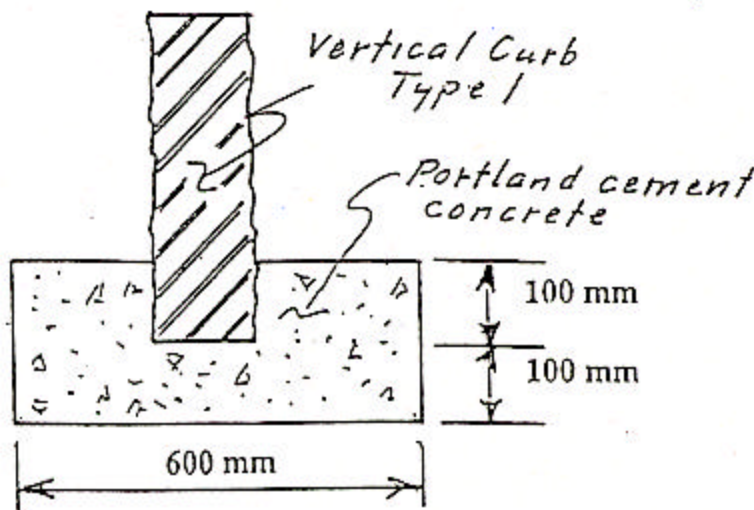
MATERIALS

Portland Cement Concrete Portland cement concrete shall consist of a 5½ bags per cubic yard mix with fine and coarse aggregate and water proportioned as approved by the Resident.

CONSTRUCTION REQUIREMENTS

General The Vertical Curb Type 1 shall be set and held firmly in place on a prepared foundation to the proper line and grade using shim block to conform to the Special Detail shown below.

Portland cement concrete shall be placed beneath and around the curbing, including curb inlets and terminal sections. Forms will not be required if suitable trenches can be provided to allow placing the concrete to the approximate dimensions shown. Backfilling shall not be performed until 24 hours after placing the concrete.



SPECIAL DETAIL
CONCRETE BASE SECTION

February 21, 2002

Method of Measurement Concrete base for curbing will be measured by the linear meter of portland cement concrete placed as shown on the Special Detail.

Basis of Payment The accepted quantity of concrete base for curbing will be paid for at the Contract unit price per linear meter, complete in place. Payment shall be full compensation for furnishing and placing portland cement concrete, excavating and backfilling as necessary, and forms as needed.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
609.50 Concrete Base for Curbing	Meter [Foot]

Lewiston
8676.00
May 5, 2003

SPECIAL PROVISIONS
SECTION 621
LANDSCAPE
(Plant Species Specification and Quantities List)

The following list of items provides the estimated quantities for use on this project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow MDOT Standard Specifications (December 2002) for landscape materials and installation procedures (sec 621).

The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of planting.

All shrubs shall be planted in mulched beds, Item 621.395 1800 mm o.c..

ITEM NO	Description	Unit	Quantity	Total
621.195	Md Deciduous Trees (45 mm - 50 mm cal) B&B	Ea		8
	Malus s. Dolgo (Dolgo Crabapple)		8	
621.273	Lg Deciduous Trees (50 mm - 65 mm cal) B&B	Ea		4
	Acer rubrum (Red Maple)		4	
621.395	Dwarf Evergreens (450 mm - 600 mm) con	Ea		24
	Juniperus horizontalis (Bar Harbor Juniper)		24	
621.80	Establishment Period	LS	1	1

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next x Miles
Road Work 500 Feet
End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx¹
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

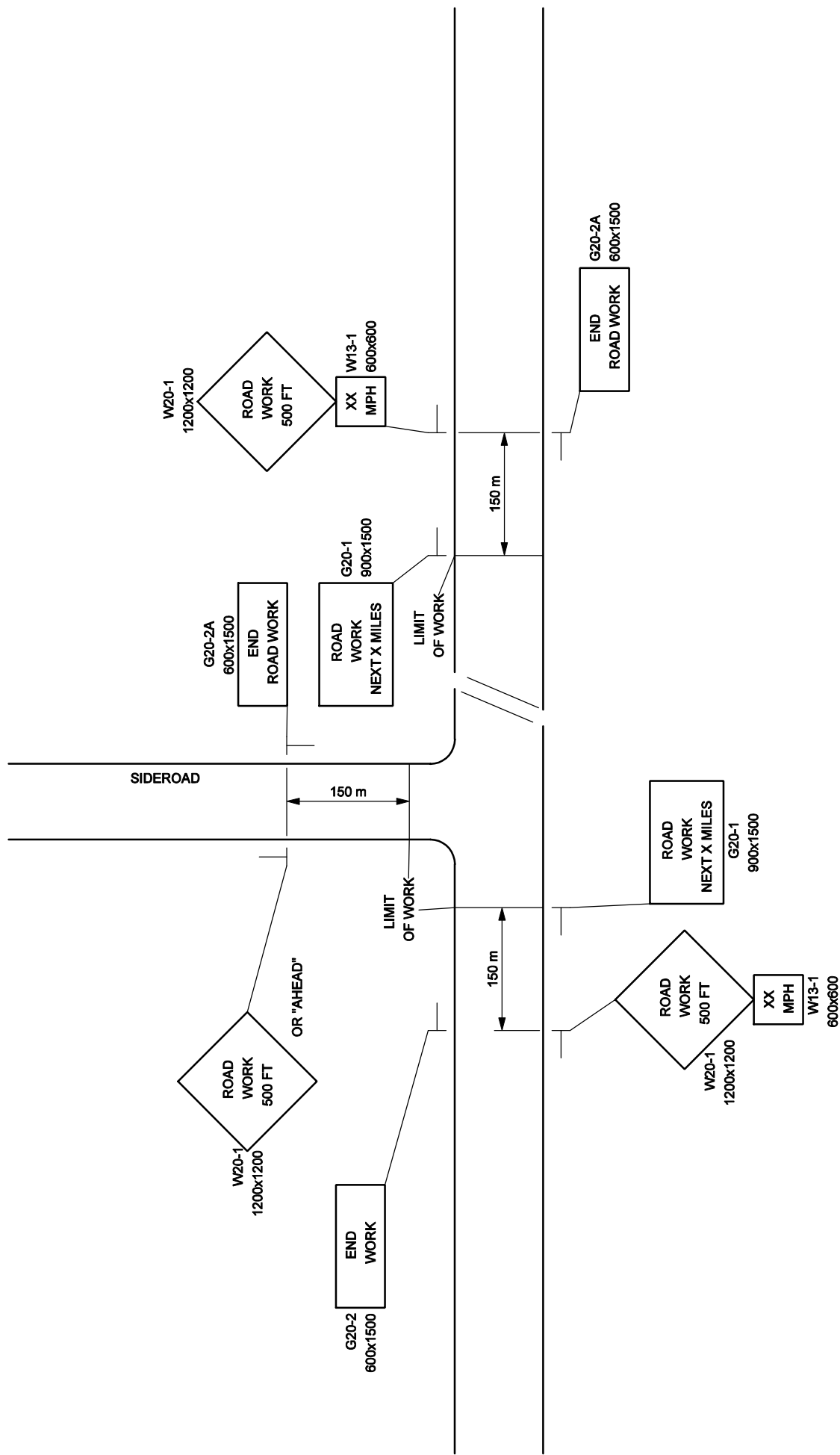
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

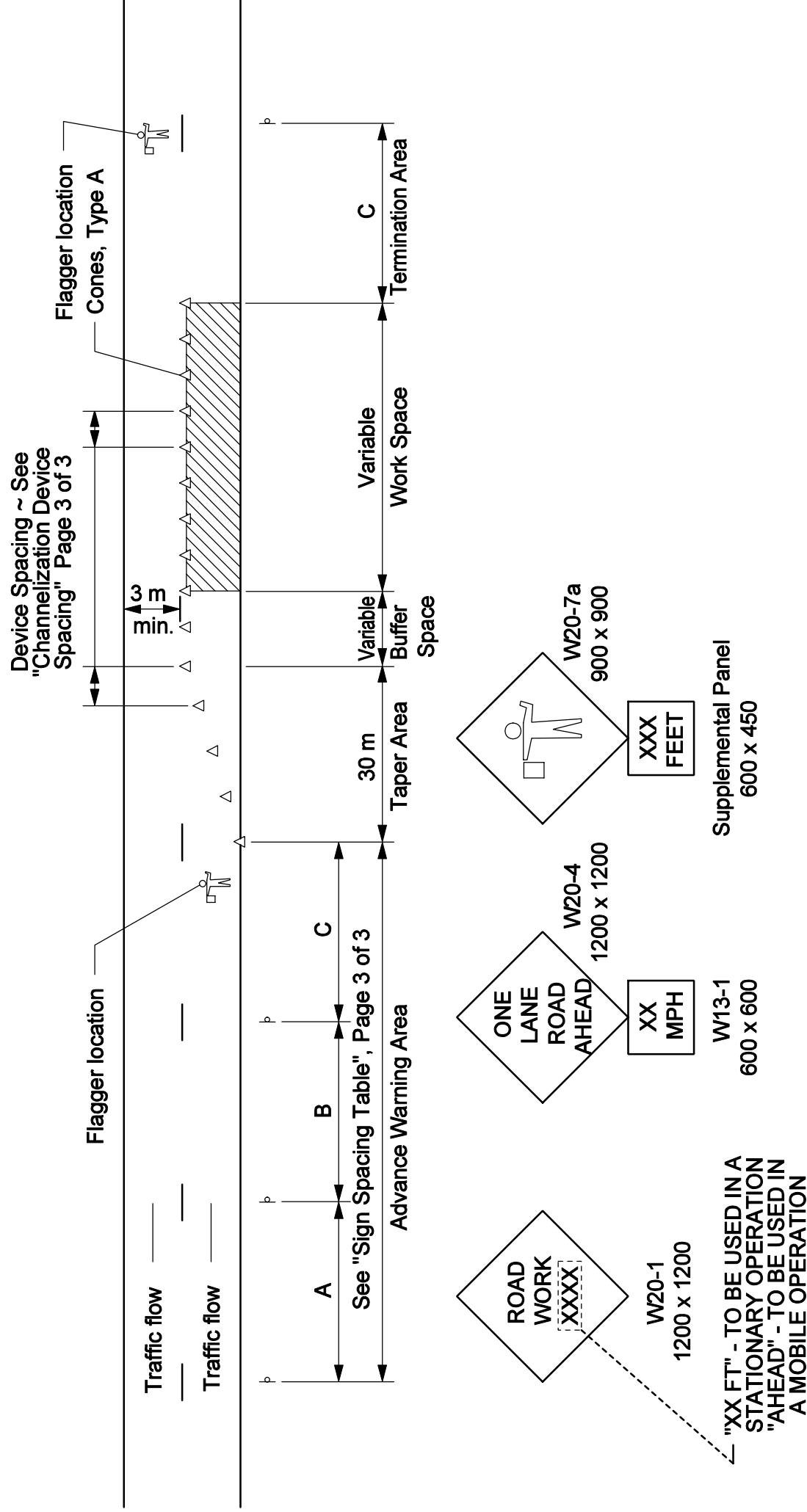
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in suspension of paving until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.



TYPICAL -- PROJECT APPROACH SIGNING -- TWO WAY TRAFFIC



TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

- Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
- The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
- Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
- Dust control items other than those under Standard Specification 637 and Special Provision 637, if applicable, shall be included in the plan.
- All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis. Temporary erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.
- After November 1 the Contractor shall use winter stabilization methods, such as Wood Waste Erosion Control Mix as specified in Special Provision § 617. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75
- Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03, Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.

NOTES:

Town: Lewiston
PIN: 8676.00
DATE: September 30, 2002

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

Delete the last sentence of Section 656.4.4, which reads, “After Final Acceptance of the project, the Contractor must submit the log to the Department which will become the property of the Department.”

Any and all references to “bark mulch” shall be a reference to “ Wood Waste Erosion Control Mix” or “ Erosion Control Mix” in accordance with Special Provision 617.

Permits & Cultural Resources Unit

PIN #: 8676.00 Location: Lewiston Permit Member: Rhonda Poirier
 Photographs ☐ Database/Projex ☒ Package to ENV Coordinator:

☒ **HISTORIC AND CULTURAL RESOURCES**

MHPC Historic Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
MHPC Archeological Resources	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>	Approved <input checked="" type="checkbox"/>
Tribal Consultation	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **4(f) and 6(f)**

Section 4(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
LAWCON 6(f)	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **Maine Department of Environmental Protection (MDEP) Site Location of Development**

N/A ☒ Applicable ☐ Approved ☐

☒ **Local Zoning, Title 30-A, Section 4325-6.**

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes ☐ No ☒. If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐. If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed. Approved ☐

☒ **Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat**

Eagle Nest	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Piping Plover	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>
Roseate Tern	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **United States Fish and Wildlife Service (USFWS), Migratory Bird Act**

N/A ☒ Applicable ☐

☒ **Maine Department of Conservation/ Public Lands, Submerged Land Lease**

N/A ☒ Applicable ☐

☒ **Land Use Regulation Commission (LURC)** ☒ Not Applicable

No permit	<input type="checkbox"/>	
Notice	<input type="checkbox"/>	Approved <input type="checkbox"/>
Permit	<input type="checkbox"/>	Approved <input type="checkbox"/>

☒ **Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act**

N/A ☒

Exempt ☐ (Must use erosion and sediment control and not block fish passage.)

PBR ☐ Approved ☐

Tier 1 ☐ Approved ☐

Tier 2 ☐ Approved ☐

Tier 3 ☐ Approved ☐

☒ **Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

N/A ☒

Category 1-NR ☐ Approved ☐

Category 2 ☐ Approved ☐

Category 3 ☐ Approved ☐

☒ **IN-WATER TIMING RESTRICTIONS:** 105 Special Provision ☐ n/a ☒

Dates instream work is allowed:

☒ **Special Provision 656, Erosion Control Plan**

* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.